very nature of things, injure and destroy his neighbor's property, notwithstanding the highest possible care is used in the handling of the destructive agency, the result to the adjoining property is just as disastrous as if negligence had intervened. If one may knowingly destroy his neighbor's property in the improvement of his own it is little consolation to the neighbor to know that his property was destroyed with due care and in a scientific manner."

FRAUD—CONDUCT OF NEWSPAPER "POPULARITY CONTEST."—Defendant, owner of a weekly newspaper, organized a "popularity" contest in order to increase the number of his subscribers. He advertised the terms of the contest, including the number of votes to be given for each dollar in renewals, in new subscriptions, and in collections, and announced that "no votes can be bought or otherwise secured" except in the manner outlined. The winner was to receive an automobile. Two days before the close of the contest he turned the ballot-box over to one Collins with instructions to receive any lump sum of money offered and "vote it" for the candidate desired. X deposited $100 without any list of subscribers, voting the 50,000 votes thus obtained for his daughter. At the count the ten ballots representing the $100 were protested by plaintiff, but were allowed and Miss X won the contest by a plurality of 45,490 over plaintiff. If these 50,000 votes had been disallowed, plaintiff would have won by a plurality of 4,510 votes. Plaintiff in an action for damages for fraudulent manipulation of the contest was allowed to recover the value of the prize offered on the ground of an implied contract. *Smead* v. *Stearns,* (Iowa, 1915), 155 N. W. 307.

This case is chiefly of interest as showing what are the rights of a contestant in any of the numerous popularity contests. The court went so far as to intimate that if a list of subscribers had been submitted with these extra ballots, and the names of persons placed thereon without their knowledge that this would not have changed their decision, as such subscriptions would not be "bona-fide." The case of *Ashton* v. *Stoy,* 96 Ia. 197, 64 N. W. 804, would seem to support this dictum.

HUSBAND AND WIFE—WIFE'S LIABILITY ON COVENANTS IN DEED OF HUSBAND'S LANDS.—Defendants, husband and wife, joined in a warranty deed of their home farm, owned by the husband, to plaintiff, who now sues for breach of certain covenants in the deed. *Held* that the wife was not liable on the covenants even under a statute enabling a married woman to contract as a feme sole. *French* v. *Slack,* (Vt. 1915) 96 Atl. 6.

It has been the common law doctrine in the United States that a married woman, because of her inability to contract, was not liable in damages on any covenants for title in conveyances of her own estate. *Strawn* v. *Strawn,* 5 Ill. 33; *Fow er* v. *Shearer,* 7 Mass. 21; *Martin* v. *Dwelly,* 6 Wend. 9; *Hovey* v. *Smith,* 22 Mich. 170; *Wadleigh* v. *Gaines,* 6 N. H. 17; *Sawyer* v. *Little,* 4 Vt. 414. The English doctrine established in *Wotton* v. *Hele,* 2 Saund. 177, that if husband and wife convey her land by fine with warranty, an action will lie against her, seems contrary to the principle of the wife's inability to contract, and has not been adopted in this country. 2 KENT, COMM. *167.